

BENDAU & BENDAU PLLC

Clifford P. Bendau, II (030204)

Christopher J. Bendau (032981)

P.O. Box 97066

Phoenix, Arizona 85060

Telephone: (480) 382-5176

Facsimile: (480) 304-3805

Email: cliffordbendau@bendaulaw.com

chris@bendaulaw.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Enedina Garcia,

Plaintiff,

vs.

No.

VERIFIED COMPLAINT**Speedline AZ Corporation**, an Arizona corporation; **Mamoun Salah and Jane Doe Salah**, a married couple; **Ayman Salah and Jane Doe Salah II**, a married couple; and **Mohammad Adwan and Jane Doe Adwan**, a married couple,

Defendants.

Plaintiff, Enedina Garcia (“Plaintiff” or “Enedina Garcia”), sues the Defendants Speedline AZ Corporation; Mamoun Salah and Jane Doe Salah; Ayman Salah and Jane Doe Salah II; and Mohammad Adwan and Jane Doe Adwan, (collectively “Defendants”) and alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for unpaid minimum wages, liquidated damages, attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”), 29

1 U.S.C. § 201, et seq.; unpaid minimum wage under the Arizona Minimum Wage Act
2 (“AMWA”), Arizona Revised Statutes (“A.R.S.”) Title 23, Chapter 2, Article 8; and
3 unpaid wages under the Arizona Wage Act (“AWA”), A.R.S. Title 23, Chapter 2, Article
4 7.

5
6 2. The FLSA was enacted “to protect all covered workers from substandard
7 wages and oppressive working hours.” Barrentine v. Ark Best Freight Sys. Inc., 450 U.S.
8 728, 739 (1981). Under the FLSA, employers must pay all non-exempt employees a
9 minimum wage of pay for all time spent working during their regular 40-hour
10 workweeks. See 29 U.S.C. § 206(a).

11
12 3. The AMWA, A.R.S § 23-363, et seq., establishes a minimum wage within
13 the State of Arizona.

14 4. The AWA, A.R.S. § 23-350, et seq., establishes standards for wage
15 payments to employees within the State of Arizona.

16 **JURISDICTION AND VENUE**

17
18 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and
19 29 U.S.C. § 201, *et seq.* because this civil action arises under the Constitution and law of
20 the United States. This Court also has subject matter jurisdiction pursuant 28 U.S.C. §
21 1367 because the state law claims asserted herein are so related to claims in this action
22 over which this Court has subject matter jurisdiction that they form part of the same case
23 or controversy under Article III of the United States Constitution.

24
25 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because
26 acts giving rise to the claims of Plaintiff occurred within the District of Arizona, and
27

1 Defendants regularly conduct business in and have engaged in the wrongful conduct
2 alleged herein – and, thus, are subject to personal jurisdiction in – this judicial district.

3 **PARTIES**

4 7. At all times material to the matters alleged in this Complaint, Plaintiff was
5 an individual residing in Maricopa County, Arizona, and is a former employee of
6 Defendants.
7

8 8. At all material times, Speedline AZ Corporation is a corporation duly
9 licensed to transact business in the State of Arizona. At all material times, Defendant
10 Speedline AZ Corporation does business, has offices, and/or maintains agents for the
11 transaction of its customary business in Maricopa County, Arizona.
12

13 9. At all relevant times, Defendant Speedline AZ Corporation was an
14 enterprise in Phoenix, AZ operating as a franchisee of Metro PCS.
15

16 10. Under the FLSA, Defendant Speedline AZ Corporation is an employer.
17 The FLSA defines “employer” as any person who acts directly or indirectly in the interest
18 of an employer in relation to an employee. At all relevant times, Defendant Speedline
19 AZ Corporation had the authority to hire and fire employees, supervised and controlled
20 work schedules or the conditions of employment, determined the rate and method of
21 payment, and maintained employment records in connection with Plaintiff’s employment
22 with Defendants. As a person who acted in the interest of Defendants in relation to the
23 company’s employees, Defendant Speedline AZ Corporation is subject to liability under
24 the FLSA.
25
26
27

1 11. Defendants Mamoun Salah and Jane Doe Salah are, upon information and
2 belief, husband and wife. They have caused events to take place giving rise to the claims
3 in this Complaint as to which their marital community is fully liable. Defendants
4 Mamoun Salah and Jane Doe Salah are owners of Speedline AZ Corporation and were at
5 all relevant times Plaintiff's employers as defined by the FLSA, 29 U.S.C. § 203(d).
6

7 12. Under the FLSA, Defendants Mamoun Salah and Jane Doe Salah are
8 employers. The FLSA defines "employer" as any person who acts directly or indirectly
9 in the interest of an employer in relation to an employee. At all relevant times,
10 Defendants Mamoun Salah and Jane Doe Salah had the authority to hire and fire
11 employees, supervised and controlled work schedules or the conditions of employment,
12 determined the rate and method of payment, and maintained employment records in
13 connection with Plaintiff's employment with Defendants. As persons who acted in the
14 interest of Defendants in relation to the company's employees, Defendants Mamoun
15 Salah and Jane Doe Salah are subject to individual liability under the FLSA.
16
17

18 13. Defendants Ayman Salah and Jane Doe Salah II are, upon information and
19 belief, husband and wife. They have caused events to take place giving rise to the claims
20 in this Complaint as to which their marital community is fully liable. Ayman Salah and
21 Jane Doe Salah II are owners of Speedline AZ Corporation and were at all relevant times
22 Plaintiff's employers as defined by the FLSA, 29 U.S.C. § 203(d).
23

24 14. Under the FLSA, Defendants Ayman Salah and Jane Doe Salah II are
25 employers. The FLSA defines "employer" as any person who acts directly or indirectly
26 in the interest of an employer in relation to an employee. At all relevant times,
27

1 Defendants Ayman Salah and Jane Doe Salah II had the authority to hire and fire
2 employees, supervised and controlled work schedules or the conditions of employment,
3 determined the rate and method of payment, and maintained employment records in
4 connection with Plaintiff's employment with Defendants. As persons who acted in the
5 interest of Defendants in relation to the company's employees, Defendants Ayman Salah
6 and Jane Doe Salah II are subject to individual liability under the FLSA.

8 15. Defendants Mohammad Adwan and Jane Doe Adwan are, upon
9 information and belief, husband and wife. They have caused events to take place giving
10 rise to the claims in this Complaint as to which their marital community is fully liable.
11 Mohammad Adwan and Jane Doe Adwan are owners of Speedline AZ Corporation and
12 were at all relevant times Plaintiff's employers as defined by the FLSA, 29 U.S.C. §
13 203(d).
14

15 16. Under the FLSA, Defendants Mohammad Adwan and Jane Doe Adwan are
16 employers. The FLSA defines "employer" as any person who acts directly or indirectly
17 in the interest of an employer in relation to an employee. At all relevant times,
18 Defendants Mohammad Adwan and Jane Doe Adwan had the authority to hire and fire
19 employees, supervised and controlled work schedules or the conditions of employment,
20 determined the rate and method of payment, and maintained employment records in
21 connection with Plaintiff's employment with Defendants. As persons who acted in the
22 interest of Defendants in relation to the company's employees, Defendants Mohammad
23 Adwan and Jane Doe Adwan are subject to individual liability under the FLSA.
24
25
26
27

1 17. Plaintiff is further informed, believes, and therefore alleges that each of the
2 Defendants herein gave consent to, ratified, and authorized the acts of all other
3 Defendants, as alleged herein.

4 18. Defendants, and each of them, are sued in both their individual and
5 corporate capacities.

6 19. Defendants are jointly and severally liable for the injuries and damages
7 sustained by Plaintiff.
8

9 20. At all relevant times, Plaintiff was an “employee” of Defendants as defined
10 by the FLSA, 29 U.S.C. § 201, *et seq.*
11

12 21. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to
13 Defendants.

14 22. At all relevant times, Defendants were and continue to be “employers” as
15 defined by the FLSA, 29 U.S.C. § 201, *et seq.*
16

17 23. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to
18 Defendants.

19 24. At all relevant times, Plaintiff was an “employee” of Defendants as defined
20 by A.R.S. § 23-362.
21

22 25. At all relevant times, Defendants were and continue to be “employers” of
23 Plaintiff as defined by A.R.S. § 23-362.

24 26. Defendants individually and/or through an enterprise or agent, directed and
25 exercised control over Plaintiff’s work and wages at all relevant times.
26
27

1 27. Plaintiff, in her work for Defendants, was employed by an enterprise
2 engaged in commerce that had annual gross sales of at least \$500,000.

3 28. At all relevant times, Plaintiff, in her work for Defendants, was engaged in
4 commerce or the production of goods for commerce.

5 29. At all relevant times, Plaintiff, in her work for Defendants, was engaged in
6 interstate commerce.

7 30. Plaintiff, in his work for Defendant, regularly handled goods produced or
8 transported in interstate commerce.

9
10
11 **FACTUAL ALLEGATIONS**

12 31. Defendants own and/or operate as Speedline AZ Corporation, an enterprise
13 located in Maricopa County, Arizona operating as a franchisee of Metro PCS.

14 32. Plaintiff was hired by Defendants on approximately December 4, 2020.

15 33. At all relevant times, Plaintiff worked for Defendants through
16 approximately December 24, 2021.

17 34. At all relevant times, in her work for Defendants, Plaintiff worked as a
18 sales consultant.

19 35. Defendants, in their sole discretion, paid Plaintiff \$14 per hour.

20 36. Defendants classified Plaintiff as W-2 employee.

21 37. At all relevant times, Defendants paid Plaintiff on a weekly basis.

22 38. Defendants failed to compensate Plaintiff any wages whatsoever for the
23 final workweek of her employment with Defendants.
24
25
26
27

1 39. Therefore, for the final workweek that Plaintiff worked for Defendants,
2 Defendants paid Plaintiff no wages whatsoever.

3 40. Plaintiff worked approximately 33 hours in the final workweek for which
4 she was not paid.

5 41. After working her final workweek for Defendants, Plaintiff noticed that she
6 did not receive the direct deposit for the respective hours she worked.

7 42. Plaintiff thereafter asked Defendant Mamoun Salah when she would
8 receive her final paycheck.

9 43. In response, Defendant Mamoun Salah stated to Plaintiff that she would not
10 be receiving her final paycheck because Plaintiff did not turn in her uniform and
11 nametag.

12 44. To date, Defendants have still paid no wages whatsoever to Plaintiff for
13 such hours worked.

14 45. As a result of not having paid any wage whatsoever to Plaintiff during her
15 final workweek with Defendants, Defendants failed to pay the applicable minimum wage
16 to Plaintiff.

17 46. As a result of Defendants' willful failure to compensate Plaintiff any wage
18 whatsoever for such hours worked, Defendants violated 29 U.S.C. § 206(a).

19 47. As a result of Defendants' willful failure to compensate Plaintiff any wage
20 whatsoever for such hours worked, Defendants violated the AMWA, A.R.S. § 23-363.

21 48. As a result of Defendants' willful failure to compensate Plaintiff any wage
22 whatsoever for such hours worked, Defendants violated the AWA, A.R.S., § 23-351.

1 49. Plaintiff was a non-exempt employee.

2 50. Defendants knew that – or acted with reckless disregard as to whether –
3 their refusal or failure to properly compensate Plaintiff her final paycheck would violate
4 federal and state law, and Defendants were aware of the FLSA minimum wage
5 requirements during Plaintiff's employment. As such, Defendants' conduct constitutes a
6 willful violation of the FLSA and the AMWA.
7

8 51. Defendants refused and/or failed to properly disclose to or apprise Plaintiff
9 of her rights under the FLSA.
10

11 52. Plaintiff is a covered employee within the meaning of the FLSA.

12 53. Defendants individually and/or through an enterprise or agent, directed and
13 exercised control over Plaintiff's work and wages at all relevant times.

14 54. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
15 from Defendants compensation for unpaid minimum wages, an additional amount equal
16 amount as liquidated damages, interest, and reasonable attorney's fees and costs of this
17 action under 29 U.S.C. § 216(b).
18

19 55. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
20 from Defendants compensation for unpaid wages, an additional amount equal to twice the
21 unpaid minimum wages as liquidated damages, interest, and reasonable attorney's fees
22 and costs of this action under A.R.S § 23-363.
23

24 56. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
25 from Defendants compensation for his unpaid wages at an hourly rate, to be proven at
26
27

1 trial, in an amount that is treble the amount of his unpaid wages, plus interest thereon,
2 and his costs incurred under A.R.S. § 23-355.

3 **COUNT ONE: FAIR LABOR STANDARDS ACT**
4 **FAILURE TO PAY MINIMUM WAGE**

5 57. Plaintiff realleges and incorporates by reference all allegations in all
6 preceding paragraphs.

7 58. As a result of not paying Plaintiff any wage whatsoever for the final
8 workweek of her employment, Defendant willfully failed or refused to pay Plaintiff the
9 FLSA-mandated minimum wage.

10 59. Defendant's practice of willfully failing or refusing to pay Plaintiff at the
11 required minimum wage rate violated the FLSA, 29 U.S.C. § 206(a).

12 60. Plaintiff is therefore entitled to compensation for the full applicable
13 minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as
14 liquidated damages, together with interest, reasonable attorney's fees, and costs.

15 **WHEREFORE**, Plaintiff, Enedina Garcia, respectfully requests that this Court
16 grant the following relief in Plaintiff's favor, and against Defendants:

17 A. For the Court to declare and find that the Defendants committed one of
18 more of the following acts:

19 i. Violated minimum wage provisions of the FLSA, 29 U.S.C. §
20 206(a), by failing to pay proper minimum wages;

21 ii. Willfully violated minimum wage provisions of the FLSA, 29
22 U.S.C. § 206(a) by willfully failing to pay proper minimum wages;

- 1 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
2 determined at trial;
- 3 C. For the Court to award compensatory damages, including liquidated
4 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;
- 5 D. For the Court to award prejudgment and post-judgment interest;
- 6 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
7 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
8 forth herein;
- 9 F. Such other relief as this Court shall deem just and proper.

10
11
12 **COUNT TWO: ARIZONA MINIMUM WAGE ACT**
13 **FAILURE TO PAY MINIMUM WAGE**

14 61. Plaintiff realleges and incorporates by reference all allegations in all
15 preceding paragraphs.

16 62. As a result of not paying Plaintiff any wage whatsoever for the final
17 workweek of her employment, Defendant willfully failed or refused to pay Plaintiff the
18 Arizona minimum wage.

19 63. Defendant's practice of willfully failing or refusing to pay Plaintiff at the
20 required minimum wage rate violated the AMWA, 23-363.

21 64. Plaintiff is therefore entitled to compensation for the full applicable
22 minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to
23 twice the underpaid wages as liquidated damages, together with interest, reasonable
24 attorney's fees, and costs.
25
26
27

1 **WHEREFORE**, Plaintiff, Enedina Garcia, respectfully requests that this Court
2 grant the following relief in Plaintiff's favor, and against Defendants:

- 3 A. For the Court to declare and find that the Defendant committed one of more
4 of the following acts:
5 i. Violated minimum wage provisions of the AMWA, A.R.S. § 23-
6 363, by failing to pay proper minimum wages;
7 ii. Willfully violated minimum wage provisions of the AMWA, A.R.S.
8 § 23-363 by willfully failing to pay proper minimum wages;
9
10 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
11 determined at trial;
12
13 C. For the Court to award compensatory damages, including liquidated
14 damages pursuant to A.R.S. § 23-364, to be determined at trial;
15
16 D. For the Court to award prejudgment and post-judgment interest;
17
18 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
19 action pursuant to A.R.S. § 23-364 and all other causes of action set forth
20 herein;
21 F. Such other relief as this Court shall deem just and proper.

22 **COUNT THREE: ARIZONA WAGE ACT**
23 **FAILURE TO PAY WAGES DUE AND OWING**

24 65. Plaintiff realleges and incorporates by reference all allegations in all
25 preceding paragraphs.
26
27

1 66. As a result of the allegations contained herein, Defendants did not
2 compensate Plaintiff wages due and owing to her.

3 67. Defendants engaged in such conduct in direct violation of A.R.S. § 23-350.

4 68. As such, unpaid wages for such time Plaintiff worked are owed to Plaintiff
5 for the entire time she was employed by Defendants.

6 69. Defendants knew that – or acted with reckless disregard as to whether –
7 their refusal or failure to properly compensate Plaintiff over the course of his
8 employment would violate federal and state law, and Defendants were aware of the
9 Arizona Wage Act’s requirements during Plaintiff’s employment. As such, Defendants’
10 conduct constitutes a willful violation of the Arizona Wage Act.
11

12 70. Plaintiff is therefore entitled to compensation for her unpaid wages at an
13 hourly rate, to be proven at trial, in an amount that is treble the amount of her unpaid
14 wages, plus interest thereon, and her costs incurred.
15

16 **WHEREFORE**, Plaintiff, Enedina Garcia, requests that this Court grant the
17 following relief in Plaintiff’s favor, and against Defendants:
18

19 A. For the Court to declare and find that the Defendants violated the unpaid
20 wage provisions of A.R.S. § 23-350, et seq., by failing to pay wages due
21 and owing to Plaintiff;
22

23 B. For the Court to award an amount that is treble Plaintiff’s unpaid wages
24 pursuant to A.R.S. § 23-355, in amounts to be determined at trial;
25

26 C. For the Court to award prejudgment and post-judgment interest on any
27 damages awarded;

- 1 D. For the Court to award Plaintiff's reasonable attorneys' fees and costs of
2 the action and all other causes of action set forth in this Complaint; and
3 E. Such other relief as this Court deems just and proper.

4 **JURY TRIAL DEMAND**

5 Plaintiff hereby demands a trial by jury on all issues so triable.
6

7 RESPECTFULLY SUBMITTED this 19th day of January, 2022.
8

9 BENDAU & BENDAU PLLC

10 By: /s/ Clifford P. Bendau, II

11 Clifford P. Bendau, II

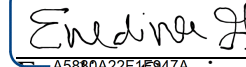
12 Christopher J. Bendau

13 *Attorneys for Plaintiff*
14
15
16
17
18
19
20
21
22
23
24
25
26
27

VERIFICATION

Plaintiff, Enedina Garcia, declares under penalty of perjury that she has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on her personal knowledge, except as to those matters stated upon information and believe, and, as to those matters, she believes them to be true.

DocuSigned by:


A5880A22F1F947A
Enedina Garcia